

RECORDATION NO. 5816 Filed & Recorded
NOV 13 1970 - 346 PM

GSCX FIRST EQUIPMENT CORPORATION

November 10, 1970

Mr. Joseph M. Harrington, Acting Secretary
Interstate Commerce Commission
Washington, D. C. 20423

Dear Sir:

Enclosed herewith for filing pursuant to Section 20c of the Interstate Commerce Act are six executed counterparts of a Supplemental Agreement dated as of October 20, 1970, between GSCX First Equipment Corporation (hereinafter called the Company) and Mellon National Bank and Trust Company (hereinafter called the Trustee) supplementing the Equipment Trust and Security Agreement dated as of August 1, 1970, between the Company and the Trustee filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on September 2, 1970, at 12:15 p.m., recordation number 5816, and covering the following railroad equipment:

<u>Type</u>	<u>Quantity</u>	<u>Trustee's Road Numbers (Inclusive)</u>	<u>AAR Mechanical Designation</u>
108-ton aluminum high side gondola cars	295	GSCX 9000 to 9294	GT

Each of the cars described above bears the marking "Security Title to This Car Is Vested In a Trustee Under the Terms of an Equipment Trust Agreement Filed Under Section 20c of the Interstate Commerce Act."

The names and addresses of the parties to the above transaction are as follows:

1. Company: GSCX First Equipment Corporation
c/o Salomon Brothers
1425 Investment Plaza
Cleveland, Ohio 44114
Attention of Layton F. Smith
2. Trustee: Mellon National Bank and
Trust Company
Mellon Square
Pittsburgh, Pennsylvania 15230

Please file and record the documents referred to in this letter. A check for \$10 is enclosed for payment of the recording fee.

Please return to the person presenting this letter all the counterparts not required for filing, along with your letter confirming such recordation and your fee receipt for the recordation fee.

Sincerely yours,

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RECORDATION NO. _____ Filed & Recorded
NOV 15 1970 34-2 PM
INTERSTATE COMMERCE COMMISSION

GSCX FIRST EQUIPMENT CORPORATION
9-3/4% EQUIPMENT TRUST CERTIFICATES

Due 1986

SUPPLEMENTAL AGREEMENT
Dated as of October 20, 1970

amending

EQUIPMENT TRUST AND SECURITY AGREEMENT
Dated as of August 1, 1970

by and between

MELLON NATIONAL BANK AND TRUST COMPANY,
Trustee

and

GSCX FIRST EQUIPMENT CORPORATION

THIS SUPPLEMENTAL AGREEMENT, dated as of October 20, 1970, between MELLON NATIONAL BANK AND TRUST COMPANY, a national banking association, as Trustee (hereinafter called the Trustee), and GSCX FIRST EQUIPMENT CORPORATION, an Ohio corporation (hereinafter called the Company).

W I T N E S S E T H :

WHEREAS, the Trustee and the Company have entered into an Equipment and Security Trust Agreement dated as of August 1, 1970 (hereinafter called the Agreement), pursuant to which the Company has agreed to sell, assign and transfer to the Trustee security title to the railroad equipment (hereinafter called the Trust Equipment) described therein, and the Trustee has agreed to lease such security title to the Company until such security title is transferred to the Company under the provisions thereof; and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act on September 2, 1970, and assigned Recordation Number 5816-A; and

WHEREAS, the parties hereto now desire to amend the Agreement to supplement Section 6.02 thereto;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto hereby agree as follows:

1. Section 6.02 of the Agreement is hereby amended by adding the following sentence at the end thereof to read as follows:

"If the Company does not forthwith pay and discharge, or cause to be paid and discharged, or make adequate provision for the satisfaction or discharge of, any such debt, tax, charge, assessment, obligation or claim as required by this Section, the Trustee may, but shall not be obligated to, pay and discharge the same and any amount so paid shall be secured by and under this Agreement until reimbursed by the Company."

2. The Company will promptly cause this Supplemental Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act.

3. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be duly executed as of the date first above written.

MELLON NATIONAL BANK AND TRUST
COMPANY, as Trustee,

By



Vice President

[Corporate Seal]

Attest:



Assistant Secretary

GSCX FIRST EQUIPMENT CORPORATION,

By

2 ty + Smith
President

[Corporate Seal]

Attest:

Raymond L. Gold
Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this *11th* day of October 1970, before me personally appeared *Rayton J. Smith*, to me personally known, who, being by me duly sworn, says that he is the President of GSCX FIRST EQUIPMENT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Catherine Morgan

Notary Public

My Commission Expires

CATHERINE MORGAN
Notary Public, State of New York
No. 24-276850C
Qualified in Kings County
Commission Expires March 30, 1971

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) ss.:

On this 14th day of November 1970, before me

personally appeared N. B. SMITH , to me personally
known, who, being by me duly sworn, says that he is a
Vice President of MELLON NATIONAL BANK AND TRUST COMPANY,
that one of the seals affixed to the foregoing instrument
is the corporate seal of said corporation, that said instru-
ment was signed and sealed on behalf of said corporation
by authority of its Board of Directors and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said corporation.

Mary T. Weinheimer
Notary Public

My Commission Expires Mary T. Weinheimer, Notary Public
Pittsburgh, Allegheny County, Pennsylvania
My Commission Expires January 24, 1971.

[NOTARIAL SEAL]

COMMONWEALTH OF PENNSYLVANIA,))
COUNTY OF ALLEGHENY,) ss.:

On this 26th day of August, 1970, before me personally appeared, JOHN C. BANE, JR. , to me personally known, who, being by me duly sworn, says that he is SECRETARY of GREENVILLE STEEL CAR COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Matilda Barni
Notary Public

MATILDA BARNI, Notary Public
Pittsburgh, Allegheny County, Pa.
My Commission Expires
October 21, 1972

[Notarial Seal]